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ATTORNEY AND CLIENT—ASSOCIATE COUNSEL.—Where an attorney employed to perform certain services, associates another with him, he alone is responsible for the latter's compensation, even though his client knew that the latter was also performing the service. An instruction predicated upon such knowledge, and providing for a *quantum meruit* verdict for plaintiff, is held to be error. *McCarthy v. Crump* (Col.), 67 Pac. 343.

CHURCH COURTS—RELIGIOUS SOCIETIES.—The civil courts have no power to interpose in controversies arising out of matters of faith and doctrine, but will review, and, if necessary, reverse the action of a church court not only where a property right (e. g., a minister's salary) is involved, but also where the only question is whether there has been a violation by the church court of the church law of procedure. *Wallace v. Trustees General Assembly* (Pa.) 50 Atl. 762.

LIFE INSURANCE—CHILD'S INTEREST IN PARENT'S LIFE.—The existence of a law imposing upon a son the duty of supporting his father in case the latter becomes unable to support himself, is held in *Life Insurance Clearing Co. v. O'Neil* (C. C. A. 3d C.), 54 L. R. A. 225, to give the son no insurable interest in the father's life, in the absence of any expenditures past or prospective, towards such support.

With this case is a note reviewing the authorities as to insurable interest in life of parent or child or other relative by blood.

OFFICIAL BONDS—LIABILITY OF SHERIFF FOR WRONGFUL ACT OF DEPUTY.—The killing by a deputy sheriff of a person under the mistaken belief that he is one for whose arrest on a charge of felony he has a warrant, and that the killing is necessary to prevent his escape, is held in *Johnson v. Williams* (Ky.), 54 L. R. A. 220, to render the sheriff liable on his bond, where the statute provides that he shall be liable on his bond for any misconduct or default of his deputies.

Cf. *Sangster v. Commonwealth*, 17 Gratt. 131; *Mosby v. Mosby*, 9 Gratt. 589.

CORPORATIONS—MINORITY STOCKHOLDERS—COUNSEL FEES.—Minority stockholders of a corporation, who, by filing an equitable petition against it and its officers, succeeded in enjoining it from doing *ultra vires* acts which would have required the expenditure of money, are held in *Alexander v. Atlanta & W. P. R. Co.* (Ga.), 54 L. R. A. 305, not to be entitled to a judgment for their attorneys' fees against the corporation, when the litigation did not result in the recovery of any property, and the corporation itself repudiated the efforts of the plaintiffs to thus protect its interests, and, in defense to their petition, contended that the acts in question were not *ultra vires*, but authorized by its charter.

MASTER AND SERVANT—VICE-PRINCIPAL.—A foreman authorized to purchase, inspect, and direct the use of lumber for the temporary structure of a bridge which his employer is engaged in constructing, is held in *Lafayette Bridge Co. v. Olsen* (C. C. A. 7th C.), 54 L. R. A. 33, to represent the master in respect to the duty of inspecting to ascertain if the lumber used is reasonably suitable for the

purposes intended, so as to render the master liable for injuries to other employees due to failure to perform that duty.

A very extensive note to this case collates the authorities on vice-principalship as determined with reference to the character of the act which caused the injury.

GENERAL ASSIGNMENT FOR CREDITORS—CLAIMING UNDER AND AGAINST SAME INSTRUMENT.—An attachment creditor, claiming that an assignment for creditors is fraudulent as to him, and maintaining a hostile attitude toward the receiver of the estate, and allowing the receiver to insure the attached property for the benefit of the estate, is held in *McLaughlin v. Park City Bank* (Utah), 54 L. R. A. 343, to have no right, after money is collected on the insurance policy, to claim a trust in his favor on account of his attachment on the burned building, which might have satisfied his execution had it not been burned.

With this case is a note as to the right of a creditor to participate under assignment or deed of trust for the benefit of creditors, which he has repudiated.

See 6 Va. Law Reg. 613, 616.

DIVORCE—RESIDENCE—DESERTION.—Jurisdiction to decree a divorce *a vinculo*, upon the ground of desertion commenced in a foreign State where the matrimonial domicile was, can only be invoked where one of the married parties has been a resident of the State for the statutory period before the time of filing the bill, during which the alleged desertion has continued. The bill should aver jurisdictional facts, and the proofs should sustain the averments. If proofs leave the jurisdiction in serious doubt, the court will not assume it. The residence required by the statute must be the fixed domicile or permanent home; to the factum of residence must be added the *animus manendi*. Where the residence was commenced without such intent, but for the avowed purpose of seeking relief from local courts which is not attainable in courts in which the party has been injured, held, not a *bona fide* residence. *Sweeney v. Sweeney* (N. J.), 50 Atl. 785. See *ante*, 118, 137.

MINES AND MINING—LATERAL SUPPORT.—A deed conveyed land, reserving mining rights, without liability for loss or damage occasioned by such mining. Held, That these provisions are applicable only to the land conveyed—the grantor being liable for injuries caused by mining operations on adjacent lands, whereby the land conveyed is deprived of lateral support. Where injury results to the land of a land owner from the withdrawal of lateral support by an adjoining owner in its mining operations on its own land, compensation must be made by the latter, whether negligent or not. *Matulys v. Phila. &c. Co.* (Pa.), 50 Atl. 823. Citing *McGettigan v. Potts*, 149 Pa. 155; *McGuire v. Grant*, 25 N. J. Law, 365, 67 Am. Dec. 49; *Gilmore v. Driscoll*, 122 Mass. 129, 23 Am. Rep. 312.

But where the injury results to the buildings upon the land, negligence must be proven. *Matulys v. Phila. &c. Co.*, *supra*. Citing *Foley v. Wyeth*, 2 Allen, 131, 79 Am. Dec. 771.

MARRIAGE—BREACH OF PROMISE—COMMON LAW MARRIAGE.—A mutual promise of marriage between two persons, one of whom is known by the other to be married, is void, and a breach of such a contract by either is no actionable wrong to the other. The party complaining must not only be ignorant of the fact